

# **BUSTAMANTE REFRIGERATION L.L.C**

493 E. PATAGONIA HIGHWAY  
NOGALES, AZ. 85621  
PHONE (520) 281-2766 FAX (520) 377-0022  
bref@qwestoffice.net

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Proposal submitted to: Genaro Rivera  
PO BOX 2881  
Tubac, AZ. 85646

Date: 7/26/2021  
Job: Tubac Fire Dept.Station #2

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The following proposal is submitted to Genaro Rivera for the installation of 1, 3.0 Ton York 14 Seer Gas Electric package unit with 60,000 BTU Heat. The following is included in installation:

- 1) Remove existing unit and discard
- 2) 1- Angle iron base to set new unit on roof
- 3) Transition ducting to be insulated with 1" liner
- 4) Canvass connectors and rain shield
- 5) Re-route gas piping to new system including gas valve and gas cock
- 6) Re-route high volt electrical to new system
- 7) Re-route condensation drain to new system
- 8) Re-route communication wire to new system
- 9) Seal ducting water tight
- 10) Test new system for proper operation

NOTE: Equipment being quoted carries

- 5-year factory compressor warranty
- 1-year factory parts warranty
- Install labor carries a 1-year warranty

**Equipment subject to availability**

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We propose to do the above job for the amount of : \$6,000.00

**Proposal good for 30 days**

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Thank you,

Accepted

Bustamante Refrigeration L.L.C.

Genaro Rivera

**Terms:** Net 10 Days. Standard Bustamante Refrigeration Terms and Conditions Apply. General Notes Apply

## TERMS AND CONDITIONS

**ACCEPTANCE:** Buyer agrees to the terms, conditions and instructions as found on the face hereof. These terms and conditions constitute offer by Seller and may be accepted on the exact terms set forth herein. Any inconsistent or additional terms in Buyer's purchase order or acknowledgment from are hereby expressly objected to, and in such event Buyer's purchase order or acknowledgment shall be deemed a rejection of this offer, and the terms expressed herein shall be restated as a counteroffer. Buyer's acceptance of any part of the items sold or installed hereunder shall be deemed an acceptance of all of the terms, conditions and instructions set forth herein.

**TERMS OF PAYMENT:** The purchase price of each item shipped or installed is due 10 days from the date of invoice, unless a different due date is specific in a written document signed by Seller.

**CANCELLATION CHARGES:** If for any reason it becomes necessary to cancel an offer, Buyer will be liable for the following charges, unless waived in writing by Seller: When the order has entered engineering, the cancellation charges will be the engineering costs incurred by the manufacturer and Seller.

1. When the order has been engineering and released to production by the manufacturer, but not into final assembly, the cancellation charges will be 30 percent of the list price of the order.

2. When the order has been in engineering and released to production and into final assembly by the manufacturer, the cancellation charges will be 50 percent of the list price of the order.

3. All cancellations are additionally subject to per unit cancellation fees charged by the manufacturer and Seller to cover administrative fees and other miscellaneous expenses. **CHANGE ORDERS:** If for any reason it becomes necessary to change the specifications of the equipment ordered, Buyer will be liable for the following charges:

1. Prior to release to production by the manufacturer – Engineering costs plus \$ 150.00.

2. After release to production by the manufacturer – Engineering, Rework, Scrap and Restocking Costs plus \$ 150.00.

3. Should any charges be incurred from suppliers or the manufacturer on special attachments, these charges will also be added to the changed order charge.

4. All change orders are additionally subject to per unit change order fees charged by the manufacturer and Seller to cover administrative fees and other miscellaneous expenses.

**DELAY:** Deliveries shall be subject to, and contingent upon, strikes, labor difficulties, riot, civil unrest, war, fire, delay or defaults of common carriers, failure or curtailment in Seller's usual sources of supply, government decrees or orders, or, without limiting the foregoing, any other delays beyond Seller's control, and Seller shall not be liable for any loss or damaged arising there from. Seller shall have the additional right, in the event of the occurrences of any of the above contingencies, at Seller's option, to cancel this contract or any part thereof within any resulting liability.

**TITLE AND SHIPMENT:** Unless otherwise agreed to in writing all prices for items shipped to Buyer are F.O.B. shipped point, whether such items are shipped from Seller's facilities or directly from the manufacturer. Method and route of shipment are at Seller's or the manufacturer's discretion, unless Buyer supplies explicit written instructions. Buyer shall be solely responsible for all cost and expenses of shipment, including any insurance coverage, which will only be purchased upon Buyer's request. Risk of loss and title of all items shipped shall pass to Buyer upon delivery to the carrier. Risk of loss and the title of all items to be installed by Seller shall pass to Buyer upon completion of installation. **TAXES:** The prices covered by Seller's quotations do not include any sales, use or any other U.S. Federal, State, Local or Foreign taxes. Any and all present and future taxes or other government charges upon the sale of installation of equipment covered hereby, whether levied or assessed upon Buyer or Seller, including but not limited to sales, use or personal property taxes, shall be paid by Buyer shall reimburse Seller for any such taxes or charges paid by Seller.

**NONCONFORMITY:** Buyer shall immediately inspect all items shipped hereunder upon receipt of shipment or completion of installation, and in the event of any claim of nonconformity, shall provide Seller with immediate written notification, stating full particulars in support thereof. **WARRANTIES:** Warranties for the items sold hereunder are limited to: (A) Those (if any) provided in writing for the benefits of Buyer by Seller's Supplier or the original manufacturer thereof, and (B) Those (if any) provided by Seller or Buyer's benefit in a separate written document prepared or signed by Seller. Other than as provided above, there are no warranties, which extend beyond the description on the face of this agreement. The express warranties specified in this paragraph are given in lieu of any and all other warranties, and there are no other warranties, express or implied, including, without limitation, those of merchantability of fitness for a particular purpose or intended use, all of which warranties are hereby expressly excluded. Further, in no event shall Seller be liable for any consequential, incidental or special damages, or for any loss, injury or damage resulting in whole or in part from any act of God or any public or quasipublic authority, fire, theft, accident, or any other cause or causes beyond the control of Seller.

**SELLER'S SECURITY INTEREST:** Buyer hereby grants Seller a security interest in the items purchased hereunder, as security for the full payment of the purchase price. If Seller so requests, Buyer will execute any financing statement of other documents and pay all related costs necessary to protect Seller's security interest against the rights of interests of the third parties. Buyer agrees that until the full purchase price is paid, the items: (a) will not be misused, abused, wasted or allowed to deteriorate; (b) will be insured against all risks to which they are exposed, including, but not limited to fire and theft; and (c) will not be sold, transferred or disposed of or be subjected to any third person, either voluntarily or involuntarily. In the event Buyer fails to comply with the terms hereof or to timely pay for the items sold hereunder as agreed, Seller shall have the right, in addition to all other rights granted by law or contained herein, to: (a) enter upon Buyer's premises to take possession of the items, or (b) require Buyer to make the items available to Seller for repossession at a place designated by Seller.